

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

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SHAWNNA THIBODEAU	:	Civil Action No. 08 CV 01662(JFB)
	:	
Plaintiff	:	DECLARATION OF DEXTER BELL IN
vs.	:	SUPPORT OF MOTION TO DISMISS
	:	DEFENDANTS, PINNACLE FX
PINNACLE FX INVESTMENTS,	:	INVESTMENTS, DEXTER BELL AND
RAZOR FX, INC., DEXTER	:	ROLAND FRANCIS
BELL, ROLAND FRANCIS and	:	
MICHAEL RICHARD McCAULL	:	
	:	
Defendants.	:	
	:	
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DECLARATION OF DEXTER BELL

I, Dexter Bell, declare under the penalty of perjury that the following is true and correct:

1. I am the president of Pinnacle FX Investments, Inc., a Washington State corporation, which is the general partner in Pinnacle FX Investments, LP, a Delaware limited partnership. (Hereinafter collectively "Pinnacle".) As such, I am fully familiar with the facts of this litigation. I make this declaration in support of the Defendants' Pinnacle FX Investments, Dexter Bell and Roland Francis motion to dismiss the Plaintiff's Complaint for lack of personal jurisdiction.
2. This lawsuit arises out of an investment, whereby the Plaintiff, became a member of Pinnacle FX Investments, LP, an investment partnership.
3. Plaintiff filed suit in the Eastern District of New York, naming Pinnacle FX Investments, Dexter Bell and Roland Francis as Defendants, because Plaintiff states that money that was entrusted by Pinnacle to the Defendant, Razor FX, was wrongfully absconded by the Defendant, Michael MacCaull. Pinnacle is eager to defend itself in this matter, because it is our position that

we had no fault in the matter.

4. However, Pinnacle objects to the filing of this action in the Eastern District of New York, because (a) Plaintiff agreed to a valid forum selection clause (b) there is no jurisdiction over the moving Defendants in the Eastern District of New York, and (c) it would be extremely burdensome to the Defendants to litigate this matter in New York.

5. On August 6, 2007, the Plaintiff signed a Partnership Agreement and Subscription Agreement (hereinafter collectively referred to as the "Contract") in the State of California, and the agreement was accepted by Pinnacle in the State of Washington.

6. The Contract between the parties contains a valid forum selection clause, whereby Plaintiff agreed to litigate any and all disputes between themselves, on the one hand, and Pinnacle, on the other, in the State of Washington.

The Subscription Agreement contains the following specific provision:

13. Jurisdiction and Service of Process. The parties irrevocably consent to the jurisdiction of the courts of the state in which the Partnership maintains its principal office from time to time and of any Federal court located in such state in connection with any action or proceeding arising out of or relating to this Subscription Agreement and/or the Agreement. Each party waives personal service of any summons, complaint or other process and agrees that service thereof may be made in accordance with the provisions of the Agreement.
See Exhibit "A", ¶ 13.

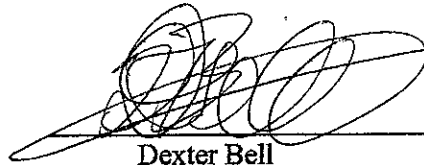
7. Pinnacle's principal office is in the State of Washington, at 1685 H Street, Blaine, WA 98230-5110. Pinnacle, neither maintains an office nor transacts business in the State of New York.

8. My principal place of residence is 51-9000 Ash Grove Crescent, Burnaby, B.C., Canada V5A 4M4, which is also about a half hour from the United States border.

9. The Defendant, Roland Francis, is the Vice President of Pinnacle. His principal place of residence is 6111 Riverdale Drive, Richmond, B.C., Canada V7C 2E7, which is about a half hour from the United States border.

10. Razor FX was not Pinnacle's agent. Pinnacle invested money with Razor FX. However, Pinnacle did not control Razor FX. Pinnacle was one of hundreds of investors that were defrauded by Razor FX.

11. Accordingly, for all of these reasons, it is respectfully requested that Plaintiff's Complaint be dismissed as to the Defendants, Pinnacle FX Investments, Dexter Bell and Roland Francis for lack of personal jurisdiction.



Dexter Bell

State of Washington)
County of Whatcom)SS

On the 23 day of June in the year 2008, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearances before the undersigned in the State of Washington, County of Whatcom.

